

CHANGE REQUEST COVER SHEET

Change Request Number: 11-38

Date Received: 6/28/2011

Title: COTR Delegation Sample

Name: Eugene Scott

Phone: 202-493-4639

Policy OR Guidance: Guidance

Section/Text Location Affected: T3.1.0.1 Appendix 1

Summary of Change: Revises the sample COTR Delegation Memo regarding the authority, responsibilities and limitations of the COTR. The change also requires that the COTR complete initial training requirements prior to appointment.

Reason for Change: To clarify the authority, responsibilities and limitations of the COTR as well as require that all initial training requirements be completed prior to appointment

Development, Review, and/or Concurrence: Procurement Policy, AGC, ARC and Contracting Operations

Target Audience: All AMS users

Potential Links within FAST for the Change: none

Briefing Planned: No

ASAG Responsibilities: Approve

Potential Links within FAST for the Change: none

Links for New/Modified Forms (or) Documents (LINK 1)

Links for New/Modified Forms (or) Documents (LINK 2)

Links for New/Modified Forms (or) Documents (LINK 3)

SECTIONS EDITED:

Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 1 : Appendix 1 - COTR Delegation Memorandum [\[Old Content\]](#)[\[New Content\]](#)

[\[RedLine Content\]](#)

Procurement Guidance:

T3.10.1 Contract Administration

Contract Administration

Section 3 : Assignment of Contracting Officer's Technical Representative [\[Old Content\]](#)[\[New Content\]](#)

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T3.10.1 Contract Administration

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Section 6 : Contract Modifications [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

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Appendices

Section 3 : Appendix 3 - When Should a COTR be Appointed [\[Old Content\]](#)[\[New Content\]](#)

[\[RedLine Content\]](#)

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Section 7 : Suspension and Stop-Work Orders [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

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Section 10 : Contract Files [\[Old Content\]](#)[\[New Content\]](#) [\[RedLine Content\]](#)

SECTIONS EDITED:

Section 1 : Appendix 1 - COTR Delegation Memorandum

Old Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 1 : Appendix 1 - COTR Delegation Memorandum

SAMPLE

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) DELEGATION MEMORANDUM

You are hereby delegated authority to act as the Contracting Officer's Technical Representative (COTR) for Contract No. *[Insert]*. Your duties are to assist the Contracting Officer administer the contract through performance and closeout. Only the Contracting Officer may, in writing, change this delegation. As the COTR, you shall represent the Contracting Officer within the scope of the following authority, responsibilities, and limitations:

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AUTHORITY:

As COTR, you have the authority to:

1. Perform surveillance of the contract work and conduct inspections necessary to assure compliance with the contract terms and conditions. Resolve day-to-day matters within the scope of your authority.
2. Make recommendations to the Contracting Officer when it appears there is a need for a change in scope or terms of contract if the contractor has submitted a request for waiver to address non-conformances, Engineering Change Proposals (ECPs) or Value Engineering Change Proposals (VECPs).
3. Perform, or cause to be performed, inspection(s) necessary for accepting deliverables (including Contract Line Item Numbers (CLINs) and Contract Data Requirements Lists (CDRLs)) as stated in the contract and to require the contractor to correct any deficiencies. Periodically, on-site surveillance visits may be required.
4. Assist the contractor interpret the contract specifications or technical requirements, provided any interpretation or clarification that the COTR gives is within the limitations prescribed later in this delegation.
5. Certify invoices to the Contracting Officer for payment. Evaluates progress payment requests based on costs incurred and actual work accomplished.
- 6.** Obtain and maintain a list of employees who will be working at the site. The list is to be kept current by assuring new employees are added and terminated employees are deleted from the list. This is important to the security of the facility and your list may be used as a basis for background checks by the security office in the relevant location. A copy of this list shall be provided to the security office at least quarterly, and at any time a contractor employee is added or deleted from the list.

*(**This applies to services contracts only where the contractor will work on a Government site.)*

RESPONSIBILITIES:

As COTR, you have the responsibility to:

1. Be familiar with and understand contract requirements (SOW, specification, CLINs and work breakdown structure, and implications of contractor performance in relation to the contract requirements.
2. Attend at least 24 hours of initial COTR training within three months of appointment and obtain 40 continuous learning points of refresher training by the biannual anniversary date of initial training or last refresher training.

3. Establish a technical performance review program for evaluation of the contractor's work.
4. Coordinate with Contracting Officer whether support contractors have signed nondisclosure forms and liaison agreements.
5. Review the Contractor's performance of the technical requirements of the contract according to the contract terms, funding, conditions, and specifications. Notify the Contracting Officer, in writing, of any indication that the terms of the contract are not being met.
6. Monitor the contractor's compliance with safety and security requirements. Ensure contractor's performance of requirements is in agreement with provisions contained in security clauses 3.14-1 through 3.14-5, which are prescribed for use with all applicable FAA contracts.
7. Report any observed fraud, waste, or inefficiencies to the Contracting Officer.
8. Maintain liaison and direct communications with the contractor and the Contracting Officer. Meet with the contractor or its designated representative at the beginning of the contract to discuss working methods and scheduling and as otherwise needed. Also serve as the contact through which the contractor can relay questions and problems of a technical nature to the Contracting Officer.
9. Draft technical portions of Contracting Officer letters to the contractor.
10. Ensure appropriate confidentiality of contractor submissions bearing proprietary markings.
11. Review and evaluate the technical aspects of contractor proposals and furnish evaluation comments and recommendations to the Contracting Officer.
12. Assist the Contracting Officer in negotiating supplemental agreements.
13. Advise the Contracting Officer on contractual matters of a technical nature.
14. Recommend needed change orders to the Contracting Officer when in the best interest of the Government.
15. Inform the Contracting Officer as to the status and progress of performance under the contract.
16. Alert the Contracting Officer to any potential or existing problems.
17. Submit reports the Contracting Officer requires to perform his/her duties.
18. Provide the Contracting Officer a copy of all technical correspondence with the contractor.
19. In the absence of need for or presence of Quality Reliability Officer (QRO), inspect contract deliverables for conformance to the contract specifications and accept or reject them.

20. Furnish the Contracting Officer requests for waivers (whether generated by Government or contractor personnel) along with supporting paperwork.
21. Furnish copies of written communication between you and the contractor to the Contracting Officer.
22. Furnish information on contractor performance as input to the past performance data base or as otherwise requested by the Contracting Officer.
23. Report any discrepancies in payment vouchers to the Contracting Officer. Provide documentation to support the representation.
24. Maintain a file of all correspondence (or data) initiated or received by you in connection with subject contract.
25. Maintain an arms-length relationship with the contractor.
26. Practice claims avoidance, halting unauthorized accelerated production and/or directions of other Government employees.
27. Review all contractor-furnished reports, including any earned value management reports when appropriate.
28. Conduct business with industry in a manner that is above reproach.
29. Evaluate progress payment requests against the contractor's efforts including schedule, quality, performance, and the general progress of the acquisition,
30. Advise the Contracting Officer of any questions regarding vouchers or invoices so that they may be brought to the contractor's attention and resolved in a timely manner if possible.
31. Perform acceptance by 3-Way matching of goods/services in PRISM.
32. Seek guidance from the Contracting Officer for specific situations not covered in this delegation.
33. Assist in the analyses of Engineering Change Proposals (ECPs) and Value Engineering Change Proposals (VECPs), validating and calculating estimated savings and the contractor's share for VECPs.
34. Ensure administration of government furnished property.
35. Report through normal administrative channels to the DOT Inspector General (IG) and to the CO any evidence of prime or subcontractor kickback, attempt to bribe, or other fraudulent behavior.

36. As required by FAA Order 1600.72A, ensure completion of yearly security awareness training as provided by the Servicing Security Element (SSE). Provide a report to the SSE on an annual basis indicating each contractor completing the training. The report will indicate the name of the contractor, type of training received, and date training was received.

LIMITATIONS:

As COTR, you must not:

1. Make or give the appearance of being able to make contractual commitments outside the scope of the contract or execute or agree to modifications or take actions that would commit the Government to a change in contract price, quality, quantity, or delivery schedule.
2. Sign any changes or modifications to contracts and/or delivery order(s).
3. Make determinations regarding issues of contractor liability that may arise during contract performance. Such issues should be referred to the Contracting Officer.
4. Take part in a labor controversy or dispute involving the contractor or its employees.
5. Direct the contractor on how to perform the work.
6. Issue stop-work orders.
7. Supervise contractor employees implicitly or explicitly which could constitute personal services.
8. Engage in conduct prejudicial to the Government.
9. Use public office for gain.
10. Impede Government efficiency or economy.
11. Lose independence or impartiality.
12. Make a Government decision outside official channels.
13. Affect adversely the public's confidence in the Government.

The duties and responsibilities set forth herein are not intended to be all-inclusive. As COTR, you are required to consult with the Contracting Officer when there are questions about your authority. This delegation will remain in effect for the duration of the contract unless revoked, in writing, by the Contracting Officer. You are not authorized to redelegate your authority. If you have any questions concerning your role as COTR, please contact me at [*insert phone number*].

Name of Contracting Officer

COTR Name

Date

By signing this document, the designated COTR is stating that the mandatory COTR Training Course has been completed (in which case a copy of the certificate of the training is attached) or that the training will be completed in the near future.

New Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 1 : Appendix 1 - COTR Delegation Memorandum

SAMPLE

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) DELEGATION
MEMORANDUM

You are hereby delegated authority to act as the Contracting Officer's Technical Representative (COTR) for Contract No.[*insert*]. Your duties are to assist the Contracting Officer in administering the contract through performance and closeout. Only the Contracting Officer may, in writing, change this delegation. As the COTR, you shall represent the Contracting Officer within the scope of the following authority, responsibilities, and limitations:

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AUTHORITY:

As COTR, you have the authority to:

1. Perform surveillance of the contract work and conduct inspections necessary to assure compliance with the contract terms and conditions. Resolve day-to-day matters within the scope of your authority.
2. Inspect all work in progress and after completion. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the contractor-furnished materials to be used and incorporated in the job (for construction).
3. Notify the prime contractor of any failure of the work or materials to conform to the contract, specifications, and drawings, and of any delays in the schedule (for construction).
4. Stop or suspend work ONLY in life-threatening situations (for construction).
5. Approve or reject all progress schedules, material submittals, and contractor-furnished materials that are required under the terms of the contract (for construction).
6. Receive and review, within seven days after the close of each payroll period, all prime and subcontractor certified payrolls; conduct and record a sufficient number of interviews with laborers and mechanics on Standard Form 1445, Labor Standards Interview, to insure that contractor employees working at the job site are being paid in accordance with labor provisions of the contract. The initial interviews are to be conducted during the first 30 days of the contract and each 90 days, thereafter (for construction).
7. Make recommendations to the Contracting Officer when it appears there is a need for a change in scope or terms of contract if the contractor has submitted a request for waiver to address non-conformances, Engineering Change Proposals (ECPs) or Value Engineering Change Proposals (VECPs).
8. Perform, or cause to be performed, inspection(s) necessary for accepting deliverables (including Contract Line Item Numbers (CLINs) and Contract Data Requirements Lists (CDRLs)) as stated in the contract and to require the contractor to correct any deficiencies. Periodically, on-site surveillance visits may be required.
9. Assist the contractor interpret the contract specifications or technical requirements, provided any interpretation or clarification that the COTR gives is within the limitations prescribed later in this delegation.
10. Certify invoices to the Contracting Officer for payment. Evaluates progress payment requests based on costs incurred and actual work accomplished.
- 11.** Obtain and maintain a list of employees who will be working at the site. The list is to be kept current by assuring new employees are added and terminated employees are deleted from

the list. This is important to the security of the facility and your list may be used as a basis for background checks by the security office in the relevant location. A copy of this list shall be provided to the security office at least quarterly, and at any time a contractor employee is added or deleted from the list.

(**This applies to services contracts only where the contractor will work on a Government site.)

RESPONSIBILITIES:

As COTR, you have the responsibility to:

1. Be familiar with and understand contract requirements (SOW, specification, CLINs and work breakdown structure), and implications of contractor performance in relation to the contract requirements.
2. Protect the Government's interests in the actual performance of the work by seeing that work is accomplished according to the specifications, drawings, and contract (for construction).
3. Keep the Contracting Officer informed of any technical or contractual difficulties encountered, progress of the work and potential problem areas under the contract.
4. Report to the Contracting Officer instances of contractor or subcontractor discrimination against any employee or applicant for employment because of race, creed, color, or national origin, or failure to take affirmative action to prevent such discrimination.
5. Determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid under the monthly progress payments.
6. Send the contractor's receipt for Government property.
7. Attend at least 40 hours of initial COTR training prior to appointment and obtain 40 continuous learning points of refresher training by the biennial anniversary date of initial training or last refresher training.
8. Establish a technical performance review program for evaluation of the contractor's work.
9. Coordinate with Contracting Officer whether support contractors have signed nondisclosure forms and agreements.
10. Review the Contractor's performance of the technical requirements of the contract according to the contract terms, funding, conditions, and specifications. Notify the Contracting Officer, in writing, of any indication that the terms of the contract are not being met.
11. Monitor the contractor's compliance with safety and security requirements. Ensure contractor's performance of requirements is in agreement with provisions contained in security clauses 3.14-1 through 3.14-5, which are prescribed for use with all applicable FAA contracts.

12. Report any observed fraud, waste, or inefficiencies to the Contracting Officer.
13. Maintain liaison and direct communications with the contractor and the Contracting Officer. Meet with the contractor or its designated representative at the beginning of the contract to discuss working methods and scheduling and as otherwise needed. Also serve as the contact through which the contractor can relay questions and problems of a technical nature to the Contracting Officer.
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18. Advise the Contracting Officer on contractual matters of a technical nature.
19. Recommend needed change orders to the Contracting Officer when in the best interest of the Government.
20. Inform the Contracting Officer as to the status and progress of performance under the contract.
21. Alert the Contracting Officer to any potential or existing problems.
22. Submit reports the Contracting Officer requires to perform his/her duties.
23. Provide the Contracting Officer a copy of all technical correspondence with the contractor.
24. In the absence of need for or presence of Quality Reliability Officer (QRO), inspect contract deliverables for conformance to the contract specifications and accept or reject them.
25. Furnish the Contracting Officer requests for waivers (whether generated by Government or contractor personnel) along with supporting paperwork.
26. Furnish copies of written communication between you and the contractor to the Contracting Officer.
27. Furnish information on contractor performance as input to the past performance data base or as otherwise requested by the Contracting Officer.
28. Report any discrepancies in payment vouchers to the Contracting Officer. Provide documentation to support the representation.

29. Maintain a file of all correspondence (or data) initiated or received by you in connection with subject contract.
30. Maintain an arms-length relationship with the contractor.
31. Practice claims avoidance, halting unauthorized accelerated production and/or directions of other Government employees.
32. Review all contractor-furnished reports, including any earned value management reports when appropriate.
33. Conduct business with industry in a manner that is above reproach.
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35. Advise the Contracting Officer of any questions regarding vouchers or invoices so that they may be brought to the contractor's attention and resolved in a timely manner if possible.
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39. Ensure administration of government furnished property.
40. Report through normal administrative channels to the DOT Inspector General (IG) and to the CO any evidence of prime or subcontractor kickback, attempt to bribe, or other fraudulent behavior.
41. As required by FAA Order 1600.72A. ensure completion of yearly security awareness training as provided by the Servicing Security Element (SSE). Provide a report to the SSE on an annual basis indicating each contractor completing the training. The report will indicate the name of the contractor, type of training received, and date training was received.

LIMITATIONS:

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2. Sign any changes or modifications to contracts and/or delivery order(s).
3. Make determinations regarding issues of contractor liability that may arise during contract performance. Such issues should be referred to the Contracting Officer.
4. Take part in a labor controversy or dispute involving the contractor or its employees.
5. Direct the contractor on how to perform the work.
6. Issue stop-work orders (see paragraph 4 above listed under Authority).
7. Supervise contractor employees implicitly or explicitly which could constitute personal services.
8. Engage in conduct prejudicial to the Government.
9. Use public office for gain.
10. Impede Government efficiency or economy.
11. Lose independence or impartiality.
12. Make a Government decision outside official channels.
13. Affect adversely the public's confidence in the Government.

The duties and responsibilities set forth herein are not intended to be all-inclusive. As COTR, you are required to consult with the Contracting Officer when there are questions about your authority. This delegation will remain in effect for the duration of the contract unless revoked, in writing, by the Contracting Officer. You are not authorized to redelegate your authority. If you have any questions concerning your role as COTR, please contact me at *[insert phone number]*.

A copy of this delegation memorandum will be forwarded to the Contractor, and to the Acquisition Career Manager (AJA-A3) at email 9-AJA-ACM-COTRs/AWA/FAA

Contracting Officer Name

COTR Name

Date

By signing this document, the designated COTR is stating that the mandatory COTR training course has been completed (in which case a copy of the certificate of the training is attached) or that the training will be completed in the near future.

Red Line Content: Procurement Guidance:

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Section 1 : Appendix 1 - COTR Delegation Memorandum

SAMPLE

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) DELEGATION
MEMORANDUM

You are hereby delegated authority to act as the Contracting Officer's Technical Representative (COTR) for Contract No. [~~Insert~~*insert*]. Your duties are to assist the Contracting Officer ~~administer~~ *in administering* the contract through performance and closeout. Only the Contracting Officer may, ~~in~~ in writing, change this delegation. As the COTR, you shall represent the Contracting Officer within the scope of the following authority, responsibilities, and limitations:

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3. *Notify the prime contractor of any failure of the work or materials to conform to the contract, specifications, and drawings, and of any delays in the schedule (for construction).*
4. *Stop or suspend work ONLY in life-threatening situations (for construction).*
5. *Approve or reject all progress schedules, material submittals, and contractor-furnished materials that are required under the terms of the contract (for construction).*
6. *Receive and review, within seven days after the close of each payroll period, all prime and subcontractor certified payrolls; conduct and record a sufficient number of interviews with laborers and mechanics on Standard Form 1445, Labor Standards Interview, to insure that contractor employees working at the job site are being paid in accordance with labor*

provisions of the contract. The initial interviews are to be conducted during the first 30 days of the contract and each 90 days, thereafter (for construction).

7. Make recommendations to the Contracting Officer when it appears there is a need for a change in scope or terms of contract if the contractor has submitted a request for waiver to address non-conformances, Engineering Change Proposals (ECPs) or Value Engineering Change Proposals (VECPs).

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9. Assist the contractor interpret the contract specifications or technical requirements, provided any interpretation or clarification that the COTR gives is within the limitations prescribed later in this delegation.

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10. Certify invoices to the Contracting Officer for payment. Evaluates progress payment requests based on costs incurred and actual work accomplished.

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11.** Obtain and maintain a list of employees who will be working at the site. The list is to be kept current by assuring new employees are added and terminated employees are deleted from the list. This is important to the security of the facility and your list may be used as a basis for background checks by the security office in the relevant location. A copy of this list shall be provided to the security office at least quarterly, and at any time a contractor employee is added or deleted from the list.

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3. Keep the Contracting Officer informed of any technical or contractual difficulties encountered, progress of the work and potential problem areas under the contract.

4. Report to the Contracting Officer instances of contractor or subcontractor discrimination against any employee or applicant for employment because of race, creed, color, or national origin, or failure to take affirmative action to prevent such discrimination.

5. Determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid under the monthly progress payments.

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7. Attend at least ~~24~~40 hours of initial COTR training ~~within three months~~prior ~~of~~to appointment and obtain 40 continuous learning points of refresher training by the biannual anniversary date of initial training or last refresher training.

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11. Monitor the contractor's compliance with safety and security requirements. Ensure contractor's performance of requirements is in agreement with provisions contained in security clauses 3.14-1 through 3.14-5, which are prescribed for use with all applicable FAA contracts.

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12. Report any observed fraud, waste, or inefficiencies to the Contracting Officer.

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13. Maintain liaison and direct communications with the contractor and the Contracting Officer. Meet with the contractor or its designated representative at the beginning of the contract to

discuss working methods and scheduling and as otherwise needed. Also serve as the contact through which the contractor can relay questions and problems of a technical nature to the Contracting Officer.

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14. Draft technical portions of Contracting Officer letters to the contractor.

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15. Ensure appropriate confidentiality of contractor submissions bearing proprietary markings.

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16. Review and evaluate the technical aspects of contractor proposals and furnish evaluation comments and recommendations to the Contracting Officer.

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19. Recommend needed change orders to the Contracting Officer when in the best interest of the Government.

15

20. Inform the Contracting Officer as to the status and progress of performance under the contract.

16

21. Alert the Contracting Officer to any potential or existing problems.

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22. Submit reports the Contracting Officer requires to perform his/her duties.

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29. Maintain a file of all correspondence (or data) initiated or received by you in connection with subject contract.

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30. Maintain an arms-length relationship with the contractor.

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31. Practice claims avoidance, halting- unauthorized accelerated production and/or directions of other Government employees.

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32. Review all contractor-furnished reports, including any earned value management reports when appropriate.

28

33. Conduct business with industry in a manner that is above reproach.

29

34. Evaluate progress payment requests against the contractor's efforts including schedule, quality, performance, and the general progress of the acquisition,

30

35. Advise the Contracting Officer of any questions regarding vouchers or invoices so that they may be brought to the contractor's attention and resolved in a timely manner if possible.

31

36. Perform acceptance by 3-Way matching of goods/services in PRISM.

32

37. Seek guidance from the Contracting Officer for specific situations not covered in this delegation.

38. Assist in the analyses of Engineering Change Proposals (ECPs) and Value Engineering Change Proposals (VECPs), validating and calculating estimated savings and the contractor's share for VECPs.

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41. As required by FAA Order 1600.72A. ~~ensure~~**ensure** completion of yearly security awareness training as provided by the Servicing Security Element (SSE). Provide a report to the SSE on an annual basis indicating each contractor completing the training. The report will indicate the name of the contractor, type of training received, and date training was received.

LIMITATIONS:

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5. Direct the contractor on how to perform the work. ~~6~~
- ~~6~~. Issue stop-work orders (see paragraph 4 above listed under Authority).
7. Supervise contractor employees implicitly or explicitly which could constitute personal services.
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A copy of this delegation memorandum will be forwarded to the Contractor, and to the Acquisition Career Manager (AJA-A3) at email 9-AJA-ACM-COTRs/AWA/FAA

Contracting Officer Name

Name of Contracting

~~COTR Officer Name~~ ---- ~~COTR Name~~

~~Date~~ ___ Date

By signing this document, the designated COTR is stating that the mandatory COTR ~~Training Course~~ training course has been completed (in which case a copy of the certificate of the training is attached) or that the training will be completed in the near future.

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Section 3 : Assignment of Contracting Officer's Technical Representative

Old Content: Procurement Guidance:

T3.10.1 Contract Administration

Contract Administration

Section 3 : Assignment of Contracting Officer's Technical Representative

a. *Designating a Contracting Officer's Technical Representative (COTR).* The CO may designate an individual to act as his/her technical representative to facilitate contract administration. A COTR resolves technical issues, gives technical direction to the contractor, and interprets technical processes and procedures for the contracting officer. Other functions include interpreting technical requirements; assisting with the acquisition strategy; assisting development of the statement of work; generating government cost estimates; assisting in the negotiation of costs or price of technical requirements; monitoring contractor performance; reviewing and accepting services, supplies, and equipment; reconciling invoices and recommending payments. Requiring organizations should ensure that the person recommended as COTR has qualifications and expertise appropriate for the nature of the contract and duties to be delegated. The CO appoints a technical representative by written memorandum describing specific delegated authority and responsibilities. The memorandum is provided by the CO to the COTR at the time the assignment is made or changed in any way. See Appendices to this guidance for sample delegation memoranda. Also see AMS COTR Handbook for additional information about COTR duties.

b. *Basic Training and Biannual Refresher Training Requirements.* See AMS Chapter 5, Acquisition Career Program, for complete training requirements.

(1) The designated COTR must meet the initial training requirement for certification by completing 40 hours of COTR training. Training will be completed prior to appointment. Training may be completed online or in a classroom. Information regarding online and classroom training providers can be obtained from the Leadership and Professional Development Office.

(2) The COTR must provide documentation showing completion of basic and biannual refresher training to the CO.

c. *Authority of the Technical Representative.* A duly-assigned COTR is authorized to perform the actions delegated by the CO in a memorandum of delegation. When determining the support needed from a technical representative, the CO should consider the specific requirements and needs of the contract and clearly specify the authority that he/she is granting to the technical representative in a written memorandum of delegation. One memorandum of delegation for all situations may not be appropriate because contractual situations are distinct and have varying needs. The sample delegation memoranda in the Appendices may be modified to reflect the specific needs of the contract and CO. Depending on the scope, duration, complexity and aggregate total of the contract, a COTR may not be required.

d. *Changing the Technical Representative.* To change the technical representative on a contract, the CO must revoke the previous delegation and issue a succeeding delegation to another representative. Both of these memoranda are in writing and issued concurrently. The CO must forward copies of COTR changes to the Acquisition Career Management Team, as they occur.

e. *Notifying the Contractor.* The CO furnishes copies of all delegation and revocation memoranda to the contractor so that they are aware of the technical representative and his or her authority and responsibilities.

New Content: Procurement Guidance:

T3.10.1 Contract Administration

Contract Administration

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Red Line Content: Procurement Guidance:

T3.10.1 Contract Administration

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Section 6 : Contract Modifications

Old Content: Procurement Guidance:

T3.10.1 Contract Administration

Contract Administration

Section 6 : Contract Modifications

a. Only a CO, or person delegated specific authority to execute contract modifications, may execute contract modifications. Contract modifications should be priced before execution, if this can be done without adversely affecting FAA's interests.

b. *Types of Contract Modifications.* Contract modifications fall into the following categories (see Appendix 13 for a detailed description of the types of modifications and associated authorities that permit contracts to be modified):

(1) *Bilateral.* A bilateral modification is a contract modification jointly agreed to by a CO and contractor. The contractor's oral or written agreement is sufficient to indicate contractor agreement; however the CO must obtain the contractor's written agreement in the form of a bilateral contract modification following the oral agreement. Bilateral modifications are used to:

- (a) Make equitable adjustments when necessary;
- (b) Definitize quick-response contracts;
- (c) Reflect other agreements of the parties which modify the terms of contracts; or
- (d) Make changes requested by the contractor.

(2) *Unilateral.* A unilateral modification is a contract modification made by the CO, without advance concurrence by the contractor. Unilateral modifications are used to:

- (a) Make administrative changes;
- (b) Issue changes under the Changes clause; or
- (c) Make changes authorized by clauses other than a Changes clause (e.g., Property clause, Options clause, Differing Site Conditions clause, etc.).

c. *Extension of Contracts.*

(1) *Before Expiration.* The CO may extend a contract before it expires, using a bilateral contract modification. However, contract extensions may constitute a single source procurement, and as such, become subject to requirements for single source justification and approval. When considering a contract extension, the CO will first determine, in consultation with legal counsel, if the extension constitutes new work. If so, the CO must comply with single source requirements in AMS policy 3.2.2.4 for market analysis, documentation, and approval.

(2) *After Expiration.* The CO must **not** extend a contract after it has expired.

New Content: Procurement Guidance:

T3.10.1 Contract Administration

Contract Administration

Section 6 : Contract Modifications

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Section 3 : Appendix 3 - When Should a COTR be Appointed?

Old Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

Section 3 : Appendix 3 - When Should a COTR be Appointed?

When Should a COTR be Appointed?

Usually Necessary:

- Contracts for items, services or construction with technical complexity
 - Major systems
 - Highly technical services such as engineering, programming, architecture and engineering (A&E) etc.
 - Evolving technologies (e.g. NEXTGEN)
 - Large scale construction (e.g. ATCT, ARTCC)
- Contracts with a long performance time
 - Janitorial
- Items, services or construction requiring extensive oversight and inspection
 - Guard services
- Contracts with a contract type other than firm-fixed-price (e.g Cost-type, T&M/LH)
- Service or construction contracts with numerous task orders (e.g. TSSC, NISC, e-FAST)
- High-visibility contracts
- Contracts with numerous contractor personnel, especially when performing at a FAA site
- Contracts requiring the delivery/monitoring of extensive government furnished property

Usually Not Necessary:

- Contracts delivering commercial fixed-price items or services
 - Spare parts
 - Office equipment and maintenance
 - Tree trimming/small landscaping projects
 - Other items of a low complexity
- Commercial services with a short performance time
 - Copier repair
 - Elevator repair
 - Small scale moving services
- Purchase orders with simple terms and conditions that require minimal oversight and inspection

- Short-term contracts to address requirements for a bona-fide

New Content: Procurement Guidance:

T3.10.1 Contract Administration

Appendices

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Red Line Content: Procurement Guidance:

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Section 7 : Suspension and Stop-Work Orders

Old Content: Procurement Guidance:

T3.10.1 Contract Administration

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Section 7 : Suspension and Stop-Work Orders

a. General.

(1) Suspensions of work or stop-work orders are tools available to the Government to interrupt the contractor's work in appropriate situations. (See Appendix 7 "Stop Work Order"). The CO should assure that the appropriate clauses governing stop work and suspensions of work are in all contracts.

(2) The CO's suspension or stop-work order should be in writing and include information required by the clauses such as the following:

- (a) A description of the work to be suspended/stopped;
- (b) Instructions concerning the contractor's issuance of further orders for materials or services;
- (c) Guidance to the contractor on action to be taken on any affected subcontracts; and
- (d) Other suggestions for minimizing the contractor's costs.

(3) If either the suspension or stop-work is used, the interruption of work should not be for an unreasonable length of time. Also, the CO should work with the program official, legal counsel, and others supporting the program, to resolve the outstanding issues, and make a decision to terminate the contract, cancel the suspension or stop-work order, or continue the suspension or stop-work order while the issues are being resolved.

b. Suspensions.

(1) Suspensions may be used in fixed-price construction or architect-engineer contracts in situations such as the following:

- (a) Delays caused by waiting for a decision from FAA;
- (b) Weather-related reasons;
- (c) Technological advancement;
- (d) Production or engineering breakthroughs;
- (e) Realignment of FAA programs or objectives;
- (f) Public safety concerns;

- (g) Emergency situations or other urgent conditions;
- (h) Differing site conditions; or
- (i) Violation of substantive contract terms, including FAA's smoking, harassment-free workplace, or other policies.

(2) Generally, the decision to suspend work should be made jointly by the CO and program official. However, in cases of public safety concerns, emergency situations, or other urgent conditions, the CO may:

- (a) Suspend work pending discussion with the program official;
- (b) Notify the contractor orally and follow-up immediately with a written notice.

c. Stop-work Orders.

Stop-work orders may be considered in supply, service or research and development contracts when the work must be interrupted pending a decision by the Government.

New Content: Procurement Guidance:

T3.10.1 Contract Administration

Contract Administration

Section 7 : Suspension and Stop-Work Orders

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Red Line Content: Procurement Guidance:

T3.10.1 Contract Administration

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Section 10 : Contract Files

Old Content: Procurement Guidance:

T3.10.1 Contract Administration

Contract Administration

Section 10 : Contract Files

a. The files containing records of all contractual actions should be maintained by the organization or person administering the contract. Documentation in the files should be a sufficiently complete history of the transaction and:

- (1) Provide a complete background as a basis for informed decisions at each stage in the acquisition process;
- (2) Support actions taken;
- (3) Provide information for reviews and investigations; and
- (4) Furnish essential facts in the event of litigation or Congressional inquiries.

b. A contract file should consist of the following:

- (1) Contracting office documentation of the acquisition, basis for award, assignment of contract administration if applicable (including payment responsibilities), and any subsequent actions taken by the contracting office;
- (2) Contract administration files that document actions reflecting the basis for and the performance of contract administration responsibilities;
- (3) Government-furnished/contractor-acquired property file; and
- (4) Paying office contract file, which documents actions prerequisite to, substantiating, and reflecting contract payments.

c. The contract files that contain proprietary or source selection information should be identified as such and protected from disclosure to unauthorized persons.

d. A guide describing creation and maintenance of contract administration files is in Appendix 10.

e. File content checklists for contracts, purchase orders/FSS orders, blanket purchase agreements, and agreements are in the Procurement Form Templates area of FAST. These checklists will assist in organizing the file and ensuring that required clearances and documents are properly filed. The CO must use and incorporate the following checklists in applicable files:

- (1) Contract Organization and File Content List
- (2) Contract Organization and File Content List--Modification
- (3) Purchase Order/GSA/FSS Order File Checklist*
- (4) Blanket Purchase Agreement (BPA) File Checklist
- (5) Interagency Agreement File Checklist

* Note: Checklist not required for orders with a total value of less than \$10,000.

New Content: Procurement Guidance:

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